

# MORTGAGE OF REAL PROPERTY.

277

P. D. 124  
P. L.  
C. L.  
C. D.  
C. I.

THIS INDENTURE, Made this 2nd day of May A. D. 1907 between J. W. Walker of Tulsa, I. T. and Rebecca Walker his wife, and Mrs. L. J. Nite of Tulsa, I. T. witnesseth, that

WHEREAS, the said J. W. Walker is justly indebted to the said Mrs. L. J. Nite in the sum of One Hundred DOLLARS (\$100.00) which is evidence by One certain promissory note of even date herewith, to-wit:

One note due May, 2nd 1907 for \$100.00; one note due 190 for \$100.00; and one note due 190 for \$100.00.

NOW, THEREFORE, the said J. W. Walker and Rebecca Walker his wife, for the better securing the payment of the money aforesaid, with interest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said Mrs. L. J. Nite, her heirs and assigns forever, the following described real estate, to-wit: Lot six (6) in Block One (1) in Turley's Addition to the City of Tulsa, Ind. Ter.

with all the improvements thereon at the present time, or that hereafter may be placed thereon, together with all the privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD the above granted, bargained, and described premises unto the said Mrs. L. J. Nite her heirs and assigns and unto her own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said J. W. Walker the first part, covenant and agree with the said Mrs. L. J. Nite of the second part, to keep the improvements on the said property at all times in a state of good repair and constantly insured for the benefit of the said Mrs. L. J. Nite of the second part, her heirs and assigns in one or more insurance companies satisfactory to the said Mrs. L. J. Nite of the second part, against fire, lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said Mrs. L. J. Nite of the second part may immediately perform and discharge the same, and all accounts so expended by the said Mrs. L. J. Nite of the second part, heirs or assigns, in paying said taxes, insurance premiums, liens or special assessments or in protecting said title, or making said repairs, shall become a debt due in addition to the indebtedness aforesaid, and secured in like manner by this mortgage, and shall bear interest from the time of the payment thereof at the rate of eight per cent per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, I, Rebecca Walker wife of said J. W. Walker, do hereby release and quit-claim unto the said Mrs. L. J. Nite, her heirs and assigns, all my right, claim or possibility of dower in and out of the aforescribed premises.

CONDITIONED, However, that if the said J. W. Walker his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Mrs. L. J. Nite, her executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note, then this instrument shall be void otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto set our hand and seal on this day and year first above written.  
J. W. Walker (I. S.)  
Rebecca Walker (I. S.)

UNITED STATES OF AMERICA,  
WESTERN DISTRICT,  
INDIAN TERRITORY

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public within and for the Western District of Indian Territory aforesaid, duly commissioned and acting J. W. Walker to me known as the mortgagor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day voluntarily appeared before me, the said Rebecca Walker wife of said J. W. Walker to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead in said mortgage for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 2d day of May 1907.  
[SEAL] Western Dist. I. T. B. J. Pettus Notary Public.  
My commission expires Sept. 9th 1908.

Filed for record May 3 1907 at 7:10 o'clock a.m.  
Oliver Linton  
Deputy Clerk & Officer